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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/614,270	07/12/2000	William A. Cooper	11348.36US01	2127
40581	7590	12/03/2007		
CRAWFORD MAUNU PLLC 1270 NORTHLAND DRIVE, SUITE 390 ST. PAUL, MN 55120			EXAMINER GREENE, DANIEL LAWSON	
			ART UNIT 3694	PAPER NUMBER
			MAIL DATE 12/03/2007	DELIVERY MODE PAPER

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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Application Number: 09/614,270
Filing Date: July 12, 2000
Appellant(s): COOPER, WILLIAM A.

MAILED

DEC 03 2007

GROUP 3600

Robert J. Crawford
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 8/17/2007 appealing from the Office action mailed 1/16/2007.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

6,343,279	BISSONETTE ET AL.	1-2002
6,038,552	FLEISCHL ET AL.	3-2000

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

A. Claims 45-66 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the enablement requirement.

The claim(s) contains subject matter which was not described in the specification in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention.

Claims 45 and 56 reference a "consideration-bearing bank account", "providing a time window for a user to provide funds for the transaction card purchases", and "a communication protocol implemented with the user during the time window".

One can merely presume these limitations are present and supported by the Specification. There is not any clear indication that these limitations are in Appellant's Specification. Appellant was respectfully requested to particularly point out where these limitations are found or suggested in the Specification in the 3/9/2006 Non-Final Office Action. Claims 44-54 and 57-66 that depend from claims 45 and 56 are also rejected under 35 USC 112, first paragraph.

B. Claims 45, 48, 51- 53, 55, 56, 59, 62- 64, and 66 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Appellant regards as the invention.

It cannot be determined from Appellant's Specification what Appellant means by "consideration- bearing banking account".

C. Claims 45-66 are rejected under 35 U.S.C. 103(a) as being unpatentable over (US 6,343,279) Bissonette et al, hereafter Bissonette in view of (US 6,038,552) Fleischl et al, hereafter Fleischl.

As per claims 45 and 56, Bissonette teaches, A purchase transaction system and method for managing transaction cards issued to respective users relative to their status at a banking institution at which they hold a consideration-bearing banking account, the system comprising a computer arrangement configured and arranged, for each user, for:

monitoring a transaction balance of the user's consideration-bearing banking account (col. 3, lines 16-34);

notifying when the consideration-bearing bank account is below a threshold (col. 5, lines 34-57);

establishing a transaction card purchase limit as a function of the transaction balance of the consideration-bearing bank account (col. 3, lines 1-15);

tracking purchases against the transaction cards as a function of the transaction card purchase limit (col. 6, lines 8-30); and

at the end of a billing cycle (col. 11, lines 5-36):

issuing a statement to each user indicating a balance in the consideration-bearing banking account and transaction card purchases occurring during the billing cycle (col. 11, lines 51-67).

Bissonette failed to teach, providing a time window for users to provide funds for the transaction card purchases, and for each user, automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window.

Fleischl teaches, providing a time window for users to provide funds for the transaction card purchases (col. 4, lines 1-15), and for each user, automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window (col. 4, lines 40-58).

It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide a time window for users to provide funds for the transaction card purchases, and for each user, automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window and to incorporate in Bissonette because such an incorporation would allow Bissonette to have the transaction statement with a transaction balance corresponding to the authorized transactions to be in a given billing cycle (for example, a one month cycle -a time window).

As per claims 46 and 57, Bissonette teaches, wherein the computer arrangement is further configured and arranged, for each user, for: re-

establishing the transaction card purchase limit as a function of tracked purchases against the transaction card (col. 5, line 34-col. 6, line 7).

As per claims 47 and 58, Bissonette teaches, wherein the computer arrangement is further configured and arranged, for each user, for: re-establishing the transaction card purchase limit when the statement has been issued (col. 6, line 46-col. 7, line 31).

As per claims 48 and 59, Bissonette teaches, wherein the computer arrangement is further configured and arranged, for each user, for:

tracking withdrawals against the transaction cards as a function of the transaction card purchase limit (col. 7, lines 7-31);

wherein issuing a statement to each user indicating a balance in the consideration- bearing banking account and transaction card purchases occurring during the billing cycle includes issuing a statement indicating the withdrawals occurring during the billing cycle (col. 8, lines 33-61).

Bissonette failed to teach:

wherein providing a time window for users to provide funds for the transaction card purchases includes providing a time window for users to provide funds for the withdrawals; and

wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes automatically transferring funds for the withdrawals

reflected on the statement as a function of the withdrawals and a communication protocol implemented with the user during the time window.

Fleischl teaches, wherein providing a time window for users to provide funds for the transaction card purchases includes providing a time window for users to provide funds for the withdrawals (col. 5, line 46-co1.6, line 22); and wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes automatically transferring funds for the withdrawals reflected on the statement as a function of the withdrawals and a communication protocol implemented with the user during the time window (col. 6, lines 12-51).

It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide a time window for users to provide funds for the transaction card purchases including providing a time window for users to provide funds for the withdrawals; and wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes automatically transferring funds for the withdrawals reflected on the statement as a function of the withdrawals and a communication protocol implemented with the user during the time window and to incorporate in Bissonette because such an incorporation would allow Bissonette to determine the balance of funds available in the account and to

determine after the account has been debited by the requested amount if the funds are above the predetermined limit with the user being provided the ability to transfer funds from one account to another account.

As per claims 49 and 60, Bissonette teaches, wherein the computer arrangement is further configured and arranged for managing purchases for the transaction card (col. 9, lines 19-25).

As per claims 50 and 61, Bissonette failed to teach, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes transferring funds from a source designated by the user during the time window.

Fleischl teaches, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes transferring funds from a source designated by the user during the time window (col. 6, lines 12-51).

It would have been obvious to one having ordinary skill in the art at the time the invention was made to automatically transfer funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes transferring funds from a source designated by the user during the time window and to incorporate in Bissonette because such an

incorporation would allow Bissonette to have the ability to transfer funds to an account via a wire transfer in order to have sufficient funds in the account to cover any transactions during a billing cycle.

As per claims 51 and 62, Bissonette failed to teach, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window further includes transferring funds from the consideration-bearing banking account.

Fleischl teaches, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window further includes transferring funds from the consideration-bearing banking account (col. 5, line 46-co1.6, line 51).

As per claims 52 and 63, Bissonette failed to teach, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the user during the time window includes automatically transferring funds from the consideration-bearing banking account in response to the user providing insufficient funds for all of the transaction card purchases.

Fleischl teaches, wherein automatically transferring funds for the transaction card purchases reflected on the statement as a function of the transaction card purchases and a communication protocol implemented with the

user during the time window includes automatically transferring funds from the consideration-bearing banking account in response to the user providing insufficient funds for all of the transaction card purchases (col. 4, lines 40-58).

As per claims 53 and 64, Bissonette failed to teach, wherein the consideration- bearing banking account is at least one of: an interest-bearing banking account; a checking account and a savings account.

Fleischl teaches, wherein the consideration- bearing banking account is at least one of: an interest-bearing banking account; a checking account and a savings account (col. 2, lines 18-35).

As per claims 54 and 65, Bissonette and Fleischl failed to teach, wherein the computer arrangement is further configured and arranged for setting the threshold for each user as a function of a fixed value, but it would have been obvious to one having ordinary skill in the art at the time the invention was made to have the computer arrangement to be further configured and arranged for setting the threshold for each user as a function of a fixed value and to incorporate in Bissonette in view of Bissonette's teaching of ensuring that credit card transactions conform with the standard budget, financial planning, and general ledger controls used for standard financial transactions and to incorporate in Bissonette because such an incorporation would allow Bissonette to have the ability to balance the ledger and the transaction accounts of the users.

As per claims 55 and 66, Bissonette discloses wherein the computer arrangement is further configured and arranged for recording the tracked purchases against the transaction cards in a deferred transaction billing record and wherein issuing a statement to each user indicating a balance in the consideration-bearing banking account and transaction card purchases occurring during the billing cycle includes issuing a statement indicating a balance in the deferred transaction billing record (col. 3, line 28-col. 4, line 14).

(10) Response to Argument

A.1.(page5)

First is must be noted that Appellant has attempted to interject a new dictionary definition to the prosecution history via the Appeal Brief, i.e. the definition of the term “bank account” on pages 5 (second full paragraph, second sentence) and 8 (last paragraph). That is, Appellant has included new matter within the appeal brief that has never been entered nor considered (as prosecution was/is closed.) It is not seen why Appellant did not enter this new definition during the prosecution of the application. Further, by the addition of the new subject matter, Appellant has narrowed the limitations of the claims after a Final Office Action.

Appellant argues in the Appeal Brief on page 5, section VII. A.1. that support for the claim limitation “consideration-bearing bank account” is found “...throughout the specification in discussions of various bank accounts. For example, bank accounts that provide consideration to the account holder such as

savings and checking accounts, are discussed at page 4, lines 2-5.” However a complete review of the specification, including page 4 lines 2-5 does not provide, or at least does not appear to provide said support.

It is not seen wherein the specification as filed includes the specific words “consideration-bearing bank account” nor where in the specification the exact metes and bounds of the term “consideration-bearing bank account” are set forth. Page 4, line 2 states that the system is “for managing a financial institution account, such as a checking or savings account...”, Page 8 lines 18-19 set forth “...the present invention is directed to a deferred billing debit card system and method for managing an account at a financial institution.”, and Page 9 lines 19-20 set forth “the present systems and methods may be applied to financial institution accounts beyond checking accounts...”.

Appellant relies upon claims 53 and 64 as evidence of an express definition of a “consideration-bearing bank account”, however it must be noted that the claims contain the phrase “at least one of...” which is an open ended claim and does not connote that these are the ONLY accounts which are consideration-bearing.

Again, nowhere does the specification set forth exactly what constitutes a “consideration-bearing bank account”. **The application as filed only provides EXAMPLES!**

Although the claims are interpreted in light of the specification, limitations from the specification are NOT imported into the claims. The Examiner must give the claim language the broadest reasonable interpretation the claims allow.

See MPEP 2111.01, which states

"While the claims of issued patents are interpreted in light of the specification, prosecution history, prior art and other claims, this is not the mode of claim interpretation to be applied during examination. During examination, the claims **must be interpreted as broadly as their terms reasonably allow**. In re American Academy of Science Tech Center, F.3d, 2004 WL 1067528 (Fed. Cir. May 13, 2004)"

In this regard the limitation "consideration-bearing banking account" can be interpreted to read upon, for example, the Abstract of Bissonette, "The invention provides for the complete reconciliation of credit card transactions with bank records after the transaction occurs using the obligation function to capture the transaction before it occurs, even the transactions that are immediately paid." This sets forth a banking account as well as consideration bearing upon it, that is, the consideration can AT LEAST be considered as the act of reconciliation. Since the reconciliation bears upon the bank account then Bissonette sets forth a "consideration-bearing banking account". Further, the term "consideration-bearing" can also be understood to mean "interest", which the credit cards of Bissonette would indeed incur interest on any outstanding balances as is known in the credit card art.

Note, Again the actual dictionary definitions of the terms "consideration bearing" and "bank account" **HAVE NOT BEEN ENTERED IN THE RECORD.** **and** are being given their broadest reasonable interpretation. Again, "bank account" per the specification is understood to be "a financial institution account, such as a checking or savings account..." (specification page 4, lines 1-5) and

"an account at a financial institution". Clearly there are more financial institution accounts than merely credit and savings accounts. For example, Chevy Chase bank offers checking, savings, visa, etc. They are all accounts at a financial institution. Further, it appears paradoxical to have a credit card NOT affiliated with a "financial institution".

Again, Appellant has accepted/taken an unnecessarily narrow definition and understanding of the limitations set forth in the claims and does not appear to be appreciating the true breadth of the current claim language. That is, that the claims read on credit card accounts as well as other "accounts at financial institutions" (Specification, page 8, lines 18-19) and the specification fails to set forth the boundaries of the limitations.

A.2.(page 6)

Appellant relies upon claims 53 and 64 as evidence of an express definition of a "consideration-bearing bank account", however it must be noted that the claims contain the phrase "at least one of..." which is an open ended claim and does not connote that these are the ONLY accounts which are consideration-bearing. Again the metes and bounds of the limitation "consideration-bearing bank account" are undefined and as such, a person of ordinary skill in the art would not know exactly what "accounts" would or would not infringe upon any protection afforded a patent that issued with the current claim language.

A.3.(page 6)

Appellant argues that support for the limitation “providing a time window” can be found in, for example, Figure 3 and the specification page 7, line 18 et seq. However a complete review of the specification, including page 7 et seq. does not provide, or at least does not appear to provide said support.

It is not seen wherein the specification as filed includes the specific words “providing a time window” nor where in the specification the exact metes and bounds of said limitation “providing a time window” are set forth. The specification appears to set forth a “payment period countdown”, “wherein said payment period is a period of fifteen days”, but the term “providing a time window” is NOT considered as connoting the same meaning as “payment period countdown”. This “same connotation of meaning” is apparent by Appellant’s use of different terms in an attempt to describe what Appellant considers the same thing.

Again, the Examiner can find NO SUPPORT in the specification for the exact metes and bounds of the limitation “providing a time window”. It is not considered that the limitation “providing a time window” connotes the same meaning as “payment period countdown” for AT LEAST the following reasons. The limitation payment period countdown appears to require a payment within a period that is being counted down, where in contradistinction the limitation

"providing a time window" does not explicitly set forth a payment period OR a countdown, only a "time window". That is, the limitation payment period countdown is mores specific as to exactly what (i.e. payment) is being required.

The Examiner previously recommended "If Appellant is of the opinion that the limitation "providing a time window" connotes the same meaning as "payment period countdown", then Appellant should amend all claims that include the limitation "providing a time window" by replacing said limitation with the limitation "payment period countdown"."

A.4.(page 7)

Appellant argues that support for the limitation "a communication protocol" can be found in the specification page 6, line 28 through page 7, line 10 and "in one example the communication is provided using an Internet site".

A review of the specification appears to indicate support for communications between various systems and users **but does not disclose any specific "communication protocol"**. It is not seen wherein the specification as filed discloses the exact limitation "communication protocol" nor what all is encompassed and included in the term "communication protocol".

Again, the Examiner concedes that the Specification indicates support for "communications" between the uses and systems, but there is no "communication protocol." Even Appellant recites Internet protocols and SMTP

or others, but these are computer protocols for transferring information over the internet, not communication protocols determining how one person wants to communicate with another.

Because the specification does not specifically set forth the limitation "communication protocol", NOR does the specification set forth the metes and bounds of said term, the rejection is proper because one of ordinary skill in the art would not know what "communication protocols" would infringe upon any protections afforded a patent issued with the current claim language.

B.(page 8)

Appellant's arguments that there is a definite definition of the term "consideration-bearing banking account" are untenable.

Again, the specification merely recites a few examples, however as explained above, the examples are just that, EXAMPLES, and as such, they are open ended. As previously discussed, credit cards can be considered "consideration bearing bank accounts" and as such read on the claimed invention. Appellant has NOT disclaimed credit cards within the current LANGUAGE of the claims. It must be noted that it is merely the specification and Appellants arguments the attempt to show differences between credit cards and checking/savings accounts.

As Appellant so aptly stated "To the extent that this rejection might implicitly question consistent use and/or support in the specification for this term,

the claim term “consideration-bearing bank account” has no special meaning and therefore carries no requirement for a definition in the claim terms.”
(8/17/07 Appeal Brief, page 8, third paragraph, first sentence.)

Accordingly, the Examiner has applied the most reasonable, broadest interpretation because for example credit cards do incur interest, (i.e. consideration), they also can incur special promotions, e.g. special interest rates, cash back, discounted rates at participating retailers (gas, clothing, lodging), etc. all these are considered forms of consideration. Further, credit cards are indeed “an account at a financial institution” (Specification, page 8, line 19).

Although the claims are interpreted in light of the specification, limitations from the specification are NOT imported into the claims. The Examiner must give the claim language the broadest reasonable interpretation the claims allow.

See MPEP 2111.01, which states

While the claims of issued patents are interpreted in light of the specification, prosecution history, prior art and other claims, this is not the mode of claim interpretation to be applied during examination. During examination, the claims **must be interpreted as broadly as their terms reasonably allow**. In re American Academy of Science Tech Center, F.3d, 2004 WL 1067528 (Fed. Cir. May 13, 2004)

C.1.(page 9)

Regarding Appellant's arguments towards the 35 U.S.C. 103 rejection set forth in section 9 of said previous Office action mailed 3/9/2006, Appellant's arguments are unpersuasive as Appellant has not shown that

the references do not teach what the examiner has stated they teach, nor has Appellant shown that the examiner's reasoning for and manner of combining the teachings of the references is improper or invalid.

C.1.a. (pages 9-10)

Appellant argues that Bissonette does not teach monitoring a transaction balance of the user's consideration-bearing banking account.

Indeed, resort may be had to the explanation above regarding the limitation "consideration-bearing banking account", in that there are no metes and bounds to said limitation. Therefore, given the broadest reasonable interpretation of the limitation "consideration-bearing banking account" the limitation does indeed read on Bissonette because although the claims are interpreted in light of the specification, limitations from the specification are NOT imported into the claims. The Examiner must give the claim language the broadest reasonable interpretation the claims allow.

See MPEP 2111.01, which states

While the claims of issued patents are interpreted in light of the specification, prosecution history, prior art and other claims, this is not the mode of claim interpretation to be applied during examination. During examination, the claims **must be interpreted as broadly as their terms reasonably allow**. In re American Academy of Science Tech Center, F.3d, 2004 WL 1067528 (Fed. Cir. May 13, 2004)

Bissonette reads on the limitation "consideration-bearing banking account" because, as set forth in, for example, the Abstract of Bissonette, "The invention provides for the complete reconciliation of credit card transactions with bank records after the transaction occurs using the obligation function to capture the transaction before it occurs, even the transactions that are immediately paid." This is considered as setting forth a banking account as well as consideration bearing upon it, that is, the consideration can AT LEAST be considered as the act of reconciliation. Since the reconciliation bears upon the bank account then Bissonette sets forth a "consideration-bearing banking account".

It appears Appellant has failed to appreciate the teachings of Bissonette. Appellant states (page 9) "...Appellant's disclosure teaches that credit card accounts and banking accounts are distinct from one another. For example, a banking account may be debited to cover outstanding transactions, whereas credit accounts are negative balances that allow a user to keep funds in a separate account that may earn interest (e.g., a separate consideration-bearing banking account)."

It is considered that Bissonette discloses credit cards that act as a debit card to a regular checking account with specific spending limits imposed. See, for example, the Abstract, third sentence. The Employer "limits" the amount that an employee is allowed to spend on the employer provided credit card. Said limit can also be considered as a deposit as the employee cannot spend/charge any money on the card if the limit has been exceeded. So in this manner, the credit

card provided by the employer acts as and reads on a debit card to the employee.

Regardless of applicant's disclosure, the claims must be interpreted as previously stated above. Limitations from the specification have NOT been imported into the claims. Again, the current **claim language** does NOT disclaim credit card accounts.

Appellant further argues (page 10) "...on [sic] system disclosed in Appellant's specification debits a banking account to pay for outstanding charges. See, e.g., page 2, lines 16-18. None of the reference teaches, and logic dictates that one would not further debit a credit account in order to pay for outstanding charges as such a transaction is circular." This argument is simply untenable as credit cards routinely charge over limit and late fee's back to the account. It is true that this is a circular transaction and the fee's build rapidly when one allows a credit card to go over it's limit, pay late (which can cause an increased interest rate) or default altogether.

C.1.b.(page 10)

Appellant's arguments hinge on the interpretation and definition of the limitation "consideration-bearing banking account" which has already been discussed above.

Again, no definitions have been presented up to this point in prosecution for the terms "bank account". Further, it is considered that Bissonette discloses a

type of bank account in that Bissonette limits the card transactions using various limits. Another way to look at this is that Bissonette ACTS as a bank account because the employee cannot spend more than the limit that the Employer puts on their card. So in a way, the Employer is depositing funds into an Employee's account for withdrawal.

Another way to look at this is to look at a checking account and a credit account. Both have limits, with a checking account it is presumably the amount deposited (plus any overdraft (which is a line of credit attached to a checking account)), with a credit account the limit is the amount the creditor grants. Either way when comparing the two, one can see that there is only a finite amount of money available in each account. It is immaterial that the credit account charges interest (consideration?) in order to use the money, they are both accounts with funds available by the depositor. The Examiner considers that the owner of the credit account deposited funds in the credit account based on their credit score, i.e. predictability of repayment. That is, the credit limit is assigned by the creditor, but the credit recipient had to agree and therefore deposit some of his credit into the credit account in order to access said credit. Without the deposit of trust, signatures and a portion of the individual's credit score, the credit account would never be opened nor would funds be able to be withdrawn. So in other words, a credit account is indeed considered a banking account.

1. Appellants arguments regarding tracking purchases and tracking withdrawals is clearly disclosed in Bissonette Figure 3, Figure 8, Col. 2 lines 35+ etc. wherein it is understood that a withdrawal and a purchase are considered synonymous as they both withdraw funds from the account.
2. Regarding Appellants arguments on page 11, second paragraph, that the references fail to show certain features of Appellant's invention, it is noted that the features upon which Appellant relies (i.e., that the claimed limitation is directed to a time window at the end of a billing cycle) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993).

FURTHER, Fleischl Col. 4 line 67 through Col. 5 line 1, sets forth that the reconciliation is performed "preferably at the end of a billing period **(or within a reasonable period thereafter)**". (Emphasis added) The limitation (or within a reasonable period thereafter) can be considered as reading on Appellant's claimed limitation "providing a time window"

Please note that in the previous Office action the Examiner cited particular columns and line numbers in the references as applied to the claims for the convenience of the Appellant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures applied as well. It is respectfully requested from the Appellant, in preparing the responses, to fully reconsider the

references in their entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

Appellant is directed to Fleischl Col. 4 lines 65+ through Col. 5 line 8 wherein a time window for providing funds as well as a communication protocol implemented with the user during the time window is set forth. Clearly, the reconciliation cannot be performed without the user receiving a communication of some sort that such needs to be accomplished. Further, as set forth in, for example, at least Col. 5 lines 3-8 the transaction processor is debiting the interest bearing account (banking account) and crediting the credit card account. Again, this could not be accomplished without some form of communication protocol to ensure such is so and such is accomplished.

3. Regarding Appellants arguments that Bissonette does not disclose:
 - a. a consideration bearing bank account...see for example Bissonette Col. 1 lines 40+ wherein it is understood that the credit card account is a consideration bearing bank account,
 - b. ...having a balance that is monitored and used for notification when the balance drops below a threshold...see for example Bissonette Col. 2 lines 53-56, col. 3 lines 1-35, etc. wherein it is understood that the charge card has a monetary limit (i.e. balance) of how much money it can have charged to the account (both monthly and single purchase, see for example, Col. 3 lines 3 and 4), notification for dropping below a threshold can also be considered as

the charge being denied when a limit has been exceeded, but see also Col. 5 lines 34-56 where Bissonette discloses

"In either case the cardholder, supervisor or other person with sufficient authority **is notified by an appropriate message**. This person accessed the system and performs the operations necessary to resolve the transaction" (Col. 5 Lines 53-56)

Another way to look at Bissonette is that the consideration bearing bank account is the credit card account (which is provided by a bank = bank account, and that also has considerations bearing upon it, e.g. spending limits and what to do when they are exceeded (one must consider what to do) as well as any interest (consideration) that accrues due to the use of funds), the balance or also considered to be funds deposited is the amount of credit authorized each month for charges which, to the user of the card appears as a positive number or actual funds but as a negative number or debt to the company which ultimately pays the credit card bill. This is also known as a company credit card with spending limits.

Again, it appears Appellant has failed to understand what Bissonette teaches and how it anticipates and is being applied to the broadly recited invention presented in the instant claims appendix.

In response to applicant's argument that there is no suggestion to combine the references, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, the Examiner clearly expressed that it would have been obvious to incorporate the teachings of Fleischl into Bissonette for the benefits of at least the following:

a. because such an incorporation would allow Bissonette a transaction statement with a transaction balance corresponding to the authorized transactions to be in a given billing cycle (for example a one month cycle-a time window) (general knowledge= flexibility in billing cycles, flexibility in payment options, automation of processes previously done by hand, etc.)

b. because such an incorporation would allow Bissonette to determine the balance of funds available in the account and to determine after the account has been debited by the requested amount if the funds are above the predetermined limit with the user being provided the ability to transfer funds from one account to another account. (general knowledge= over limit/insufficient fees are expensive and should be avoided if at all necessary, automation of processes previously done by hand makes things easier, faster, etc.)

c. because such an incorporation would allow Bissonette to have the ability to transfer funds to an account via a wire transfer in order to have sufficient funds in the account to cover any transactions during a billing cycle. (general knowledge= over limit/insufficient fees are expensive and should be avoided if at all necessary, automation of processes previously done by hand makes things easier, faster, etc.)

d. because such an incorporation would allow Bissonette to have the ability to balance the ledger and the transaction accounts of the users. (general knowledge= automation of processes previously done by hand makes things easier, faster, etc.)

In response to applicant's argument that the asserted modification to Bissonette undermines the purpose or operation of the reference, the test for obviousness is not whether the features of a secondary reference may be bodily incorporated into the structure of the primary reference; nor is it that the claimed invention must be expressly suggested in any one or all of the references. Rather, the test is what the combined teachings of the references would have suggested to those of ordinary skill in the art. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981).

The Examiner has expressed how the teachings and modifications of the references have been applied. Appellant cannot show nonobviousness by attacking the references individually where the rejections are based on the combination of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871

(CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986).

In this regard, in the paragraph spanning pages 12 and 13, Appellant attempts to combine Bissonette and Fleischl in such a manner that was never presented by the Examiner. Further, Appellant has chosen a limited view of what the references teach so to make them "unsatisfactory for their intended purposes". This interpretation is simply untenable as the Examiner has set forth the teachings garnered from said references and how they are thus applied within the instant Examiner's Answer as well as in the prosecution history of the instant application.

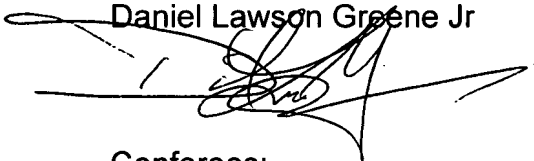
(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

Daniel Lawson Greene Jr



Conferees:

Alex Kalinowski



Ella Colbert

